



07-31-03

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:)
Mike Bowling et al. ✓)
Serial No.: N/A 10/630,290)
Filed: Herewith 07/30/03)
For: Method of Wastewater Treatment)
Utilizing White Rot and Brown Rot Fungi)

PETITION

**Declaration Under 35 U.S.C. §118
and C.F.R. 1.47 (b) - Proof of Refusal
To Sign Application Papers**

I, Stephen J. Stark, hereby state the following and declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon:

1. That I am an attorney in the State of Tennessee and a Patent Attorney registered before the U.S. Patent & Trademark Office. My Registration number is 43,152.

08/02/2004 SSANDARA 00000001 MIKE BOWLING
01 FC:1460

08/02/2004 SSANDARA 00000003 10630290

01 FC:1460

130.00 OP

Adjustment date: 08/02/2004 SSANDARA
08/06/2003 SSANDARA 00000001 MIKE BOWLING
01 FC:1460 -130.00 OP

2. That I represent Sorce, Inc. ("Sorce") a corporation having an address at P. O. Box 1493, (6613 Schooner Bay Lane), Hixson, Tennessee 37343, and I am authorized to make this Petition in behalf of Sorce.

3. That I prepared a patent application as attorney for Sorce entitled "Method of Wastewater Treatment Utilizing White Rot and Brown Rot Fungi." That investigation of the facts showed that Mike Bowling and Phil Adams were joint inventors in this application.

4. On June 30, 2003, I provided Sorce with a copy of the enclosed patent application with the filing papers. All the filing papers including the enclosed Assignment and Powers of Attorney except for the Declaration were signed by both inventors on July 7, 2003. Apparently both inventors overlooked the Declaration which was located at the end of the patent application.

5. Upon return of the documents, I realized that the Declaration was unsigned. The application with the Declaration was then returned to Sorce, Inc., for signing by both inventors.

6. Prior to receiving a returned and executed copy of the Declaration from both inventors, Mr. Adams terminated his employment status with Sorce, Inc. with the parties apparently being at least somewhat unamicable toward one another at this time.

7. On or about July 16, 2003, I was informed of Mr. Adams' departure from Sorce, Inc. I sent by Federal Express a copy of the application with the Declaration and requested that

Mr. Adams sign the Declaration as it was his duty to do so under the Assignment he had already executed.

8. Mr. Adams returned the Declaration and application to me unsigned along with a statement wherein he attributed at least some of the claimed subject matter as being obtained from another party.

9. The information proposed by Mr. Adams was investigated by Sorce, Inc. Apart from self-serving statements, no proof of inventorship by the third party was located in any references cited by Mr. Adams which could be considered prior art.

10. Upon information and belief, Mr. Adams is competing with Sorce possibly using the claimed subject matter to the detriment of Sorce.

11. The Assignment shows that Sorce, Inc. is the proper owner of this application is enclosed.

12. A power of attorney from Mr. Adams is enclosed.

13. Sorce, Inc. has informed me that they do not believe the assertions made by Mr. Adams as it relates to derivation from another party. Sorce, Inc. questions the veracity of the statements made by Mr. Adams in light of his initial actions as they relate to signing all the

documents but the one overlooked document on July 7, 2003, and then after terminating his employment with Sorce, Inc. immediately disavowing patentability of the subject matter.

14. Consequently, it is submitted that a bona fide attempt has been made to have Mr. Adams execute the patent application papers for the subject application and that this attempt has proven fruitless.

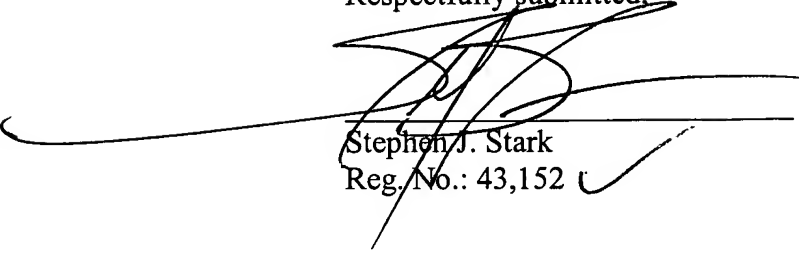
15. Therefore, Sorce, Inc., asserts title of the above recited application and request that the filing date and serial number be granted for this application, and I, as having power of attorney from Mr. Adams and representing Sorce, Inc. the assignee of Mr. Adams' rights to this application as its attorney, have executed the Declaration on behalf of Mr. Adams.

16. That having shown refusal of Mr. Adams to execute the application, and that title to the application vests in Sorce, Inc., and that irreparable harm will occur if this Petition is not granted, it is hereby requested that the Petition be granted.

17. That the Petition fee under 37 CFR 1.17 (c) of \$130.00 is enclosed herewith.

Further I state not.

Respectfully submitted,



Stephen J. Stark
Reg. No.: 43,152

SJS:blm
Attachments



ASSIGNMENT

WHEREAS, We, **Michael W. Bowling**, having a residence at 6613 Schooner Bay Lane, Hixson, Tennessee 37343, and **Phil Adams**, having a residence at 3075 Foxhall Overlook, Roswell, Georgia 30075, have invented certain new and useful improvements in a method of wastewater treatment utilizing white rot and brown rot fungi for which we are about to make application for Letters Patent of The United States, which application may be identified in the United States Patent Office as

METHOD OF WASTEWATER TREATMENT UTILIZING WHITE ROT AND BROWN ROT FUNGI

Serial No. _____ Filing Date _____
and,

WHEREAS, **Sorce, Inc.**, a corporation organized under the laws of the State of Tennessee and having a place of business at 6613 Schooner Bay Lane, Hixson, Tennessee 37343, is desirous of acquiring the entire right, title and interest in and to said invention, said application and the Letters Patent to be obtained therefore:

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt of which is hereby acknowledged, we the said **Michael W. Bowling and Phil Adams** have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the said **Sorce, Inc.**, its successors and assigns our entire right, title and interest in and to the above mentioned invention and application, and in and to any and all Letters Patent both foreign and domestic which may hereafter be granted therefore, and in and to any and all extensions, continuations, divisions, or reissues of said Letters Patent, the same to be held and enjoyed by the said **Sorce, Inc.**, for its own use and behoof, and the use and behoof of its successors and assigns, to the full end of the term for which said Letters Patent may be granted.

We hereby authorize the above-mentioned assignee to insert in this instrument the filing date and serial number of our said application.

Upon said consideration, we convey to said assignee the right to make application in its own behalf for protection of said invention in countries foreign to the United States and where expedient to claim under the International Convention or other international arrangement for any such application the date of the said United States application (or other application if any there be) in priority to other applications; and we do hereby covenant and agree with the said assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we will at any time upon request, without further or additional consideration, but at the expense of the said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, renewal, reissued or extended Letters Patent of the

United States or of any and all foreign countries on said invention, and in enforcing any rights or choices in action accruing as a result of such application or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties.

IN WITNESS WHEREOF, we have hereunto set our hand and seal on the day and year below written in the presence of the subscribing witnesses.

Michael W. Bowling
Michael W. Bowling

Witness:

Mary Jo Pearson
Alisha Branan

State of Tennessee)

County of Hamilton)

on this 7th day of July, 2003, before me personally appeared Michael W. Bowling to me known and known to me to be the person described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same for the purposes therein stated.

[SEAL]

Wicki J. Hacker
Notary Public

My Commission Expires: June 8, 2004

Phil Adams

Phil Adams

Witness:

Mary Pearson
Alisha Branam

State of Tennessee)

County of Hamilton)

on this 7th day of July, 2003, before me personally appeared
Phil Adams to me known and known to me to be the person
described in and who executed the foregoing instrument; and he acknowledged to me that he
executed the same for the purposes therein stated.

[SEAL]

Vicki J. Harper
Notary Public

My Commission Expires: June 8, 2004